Case 23-21916-JCM Doc 21 Filed 10/17/23 Entered 10/17/23 16:25:35 Desc Main Document Page 1 of 8

Fill in this info	ormation to identif	y your case:				
Debtor 1	Marvin	Arturo	Galeas		Check if this is	s an amended
	First Name	Middle Name	Last Name		plan, and list I	
Debtor 2 (Spouse, if filing)	Amber First Name	Anne Middle Name	Galeas Last Name		sections of the been changed	e plan that have I.
United States Ba	nkruptcy Court for the	Western District of P	ennsylvania	_		
Case number (if known)	23-21916			_		
Western	District of F	ennsylvan	<u>ia</u>			
	13 Plan	_				
Part 1: Not	indicate that th rulings may not	e option is appro be confirmable.	priate in your ci The terms of this	nte in some cases, but the present ircumstances. Plans that do not plan control unless otherwise or	comply with loc	al rules and judici
-	•			ch box that applies.		=:
To Creditors:				 YOUR CLAIM MAY BE REDUCE your attorney if you have one in this 		
		y wish to consult o		your automey if you have one in this	s ballkruptcy case.	ii you do not nave
	ATTORNEY MU THE CONFIRMA PLAN WITHOUT	ST FILE AN OBJ ATION HEARING, FFURTHER NOTION	ECTION TO CON UNLESS OTHER CE IF NO OBJEC	YOUR CLAIM OR ANY PROVIS FIRMATION AT LEAST SEVEN (7 RWISE ORDERED BY THE COUR TION TO CONFIRMATION IS FILE TOOF OF CLAIM IN ORDER TO BE) DAYS BEFORE T. THE COURT I D. SEE BANKRUI	THE DATE SET FO MAY CONFIRM TH PTCY RULE 3015.
	includes each o		ems. If the "Incl	e. Debtor(s) must check one box luded" box is unchecked or both lan.		
payment				rt 3, which may result in a partial rate action will be required to	Included	Not include
	of a judicial lien o l (a separate actio			noney security interest, set out in th limit)	○ Included	Not Include
.3 Nonstanda	ard provisions, set	out in Part 9			Included	Not Include
Part 2: Pla	n Payments and	Length of Plan				
	make regular pay					
Total amount of	of \$ <u>4,644.33</u>	_ per month for a t	otal plan term of <u>6</u>	60 months shall be paid to the tru	stee from future ea	rnings as follows:
Payments	By Income Attach	nment Directly b	y Debtor	By Automated Bank Transfer		
D#1	\$0.00		\$4,644.33	\$0.00		
D#2	\$0.00		\$0.00	\$0.00	_	
	ments must be use	ad by dobtoro boyin		ne) (SSA direct deposit recipient		

2.2	Additional payments:				
	Unpaid Filing Fees. The balance of \$ available funds.	shall be fully paid by the T	Frustee to the Clerk o	of the Bankruptcy C	ourt from the firs
	Check one.				
	None. If "None" is checked, the rest of	Section 2.2 need not be completed or reproc	luced.		
	The debtor(s) will make additional paramount, and date of each anticipated paramount	ayment(s) to the trustee from other source ayment.	s, as specified belo	ow. Describe the se	ource, estimated
	If possible, the Debtors will attempt to se	ell Debtor 1s interest in 7 South 14th St., Jea	nette, PA.		
2.3	The total amount to be paid into the plants of plan func	an (plan base) shall be computed by the ling described above.	trustee based on t	the total amount o	of plan paymen
Par	Treatment of Secured Claims				
3.1	Maintenance of payments and cure of de	fault, if any, on Long-Term Continuing De	bts.		
	Check one.				
	None. If "None" is checked, the rest of	Section 3.1 need not be completed or reproc	luced.		
	the applicable contract and noticed in carrearage on a listed claim will be paid ordered as to any item of collateral listed	contractual installment payments on the section formity with any applicable rules. These do in full through disbursements by the trusted in this paragraph, then, unless otherwise secured claims based on that collateral wiffective dates of the changes.	payments will be dis ee, without interest. ordered by the court	bursed by the trust If relief from the a t, all payments unde	ee. Any existing automatic stay is er this paragrapl
	Name of creditor and redacted account number	Collateral	Current installment payment (including escrow)	Amount of arrearage (if any)	Effective date (MM/YYYY)
	PNC Bank	3083 Countryside Drive, Allison Park, PA 15101	\$1,563.51	\$4,689.00	
	Insert additional claims as needed.	-		_	_
3.2	Request for valuation of security, payment Check one.	nt of fully secured claims, and/or modifica	ation of undersecur	ed claims.	
	None. If "None" is checked, the rest of	Section 3.2 need not be completed or reproc	luced.		
	Fully paid at contract terms with no mod	lification			
	Name of creditor and redacted account number	Collateral	Amount of secured claim	Interest rate	Monthly payment to creditor
	Fully paid at modified terms		-		
	Name of creditor and redacted account number	Collateral	Amount of secured claim	Interest rate	Monthly payment to creditor
	Community Bank	2019 Ford F250	\$24,146.00	6	\$466.81
	The remainder of this paragraph will be effect	- ctive only if the applicable box in Part 1 of thi	s plan is checked.		
		eparate motion pursuant to Rule 3012, tha			

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For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed *Amount of secured claim*. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through a motion pursuant to Rule 3012).

Name of creditor and redacted account number	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
Forward Financing	\$26,904.00	3083 Countryside Road, Allison Park, PA 15101	\$225,000.00	\$172,525.23	\$0.00	0%	\$0.00
American Builder & Construction Supply	\$64,944.99	3083 Countryside Drive, Allison Park, PA 15101	\$225,000.00	\$199,429.23	\$0.00	0%	\$0.00

Insert additional claims as needed.

3.3	Secured	claims	excluded	from 11	U.S.C.	§ 506.
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Check one.

None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.

The claims listed below were either:

- (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or
- (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.

Name of creditor and redacted account number	Collateral	Amount of claim	Interest rate	Monthly payment to creditor
Huntington National Bank	2019 Dodge Ram	\$28,626.87	5.59	\$548.00
Bridgecrest Acceptance Corp./Carvana LLC	2022 MDX Acura	\$49,055.58	6	\$948.38

Insert additional claims as needed.

3.4 Lien Avoidance.

Check one.

None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, *by filing a separate motion*, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.

Name of creditor and redacted account number	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata
Forward Financing	3083 Countryside Drive, Allison Park, PA 15101	\$0.00	0%	\$0.00
American Builders & Contracting Supply	3083 Countryside Drive, Allison Park, PA 15101	\$0.00	0%	\$0.00

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Insert additional claims as needed.

*If the lien will be wholly avoided, insert \$0 for Modified principal balance.

3.5 Surrender of Collateral.

Check one.	
None. If "None" is checked, the rest of Section 3.5 need not be or	ompleted or reproduced.
final confirmation of this plan the stay under 11 U.S.C. § 362(a) b	collateral that secures the creditor's claim. The debtor(s) request that upon be terminated as to the collateral only and that the stay under 11 U.S.C. § resulting from the disposition of the collateral will be treated in Part 5.
Name of creditor and redacted account number	Collateral
	-

Insert additional claims as needed.

3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
PA Department of Revenue	\$5,299.83	Tax Lien	7	3083 Countryside Drive, Allison Park, PA 15101	2018
Allegheny County	\$179.27	Real Estate	12	3083 Countryside Drive, Allison Park, PA 15101	2021
Shaler School District	\$891.86	Real Estate	10	3083 Countryside Drive, Allison Park, PA 15101	2021
Shaler Township	\$132.27 -	Real Estate	10	3083 Countryside Drive, Allison Park, PA 15101	2022

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to ensure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Calaiaro Valencik .	In addition to a retainer of	\$ <u>0.00</u>	(of which \$ <u>0</u>	_ was a
payment to reimburse costs advanced and/or a no-look costs deposit	i) already paid by or on behali	f of the debtor,	the amount of \$5000.0	<u>00</u> is
to be paid at the rate of \$125.00 per month. Including any retain	ner paid, a total of \$ <u>0</u>	in fees and	costs reimbursement h	າas been
approved by the court to date, based on a combination of the ne	o-look fee and costs deposi	t and previous	sly approved application	on(s) foi
compensation above the no-look fee. An additional \$2500.00 w	ill be sought through a fee aہ	plication to be	filed and approved be	fore any
additional amount will be paid through the plan, and this plan contain		nat additional a	mount, without diminis	hing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.			

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Debtor(sCassev23721916a) Amer Ange 216as Filed 10/17/23 Entered 10/17/23 nl.6:25:3523-20 esc Main Page 5 of 8 Document None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced. Name of creditor and redacted account Total amount of Interest Statute providing priority status number claim rate (0% if blank) Insert additional claims as needed. 4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit. Check one. None. If "None" is checked, the rest of Section 4.5 need not be completed or reproduced. If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders. Check here if this payment is for prepetition arrearages only. Claim Name of creditor (specify the actual payee, e.g. PA Description Monthly payment SCDU) or pro rata \$0.00 \$0.00 Insert additional claims as needed. 4.6 Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. Check one. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires that payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid \$0.00

Insert additional claims as needed.

4.7 Priority unsecured tax claims paid in full.

Check one.

None. If "None" is checked, the rest of Section 4.7 need not be completed or reproduced.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods
PA Department of Revenue	\$2,690.41	Personal Income Tax	7	2020

Insert additional claims as needed.

4.8 Postpetition utility monthly payments.

The provisions of this Section 4.8 are available only if the utility provider has agreed to this treatment. The charges for post petition utility service are allowed as an administrative claim. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan unless amended. Should the utility obtain an order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. Any unpaid post petition utility claims will survive discharge and the utility may require additional funds from the debtor(s) after discharge.

Debtor(sCassev237271916a) Amer Angcalles Filed 10/17/23 Entered 10/17/23 n 16:25:3523-20:05 Main Document Page 6 of 8 Name of creditor and redacted account number Postpetition account number Monthly payment \$0.00 Insert additional claims as needed. Part 5: Treatment of Nonpriority Unsecured Claims 5.1 Nonpriority unsecured claims not separately classified. Debtor(s) ESTIMATE(S) that a total of \$28760 will be available for distribution to nonpriority unsecured creditors. Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$28760 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4). The total pool of funds estimated above is NOT the MAXIMUM amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is 5 _____%. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are included in this class. 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one. None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee. Name of creditor and redacted account number Current installment Amount of arrearage **Estimated total Payment** payment to be paid on the claim payments beginning by trustee date (MM/ YYYY) \$0.00 \$0.00 \$0.00 Insert additional claims as needed. 5.3 Other separately classified nonpriority unsecured claims. Check one. None. If "None" is checked, the rest of Section 5.3 need not be completed or reproduced. The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows: Amount of arrearage Interest Name of creditor and redacted account Basis for separate classification and **Estimated total** number treatment to be paid payments rate by trustee \$0.00 0% \$0.00 Insert additional claims as needed. Part 6: **Executory Contracts and Unexpired Leases** 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.

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trustee.

Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the

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Name of creditor and Description of leased property or Current Amount of **Estimated total** Payment installment redacted account number executory contract arrearage to be payments by beginning payment paid trustee date (MM/ YYYY) \$0.00 \$0.00 \$0.00

Insert additional claims as needed.

Part 7:

Vesting of Property of the Estate

7.1 Property of the estate shall not re-vest in the debtor(s) until the debtor(s) have completed all payments under the confirmed plan.

Part 8:

General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.
- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.

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8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9:	Nonstandard Plan Provisions
9.1 Chec	k "None" or List Nonstandard Plan Provisions.
N	None. If "None" is checked, the rest of part 9 need not be completed or reproduced.
	nkruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the mor deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.
	wing plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to proval after notice and a hearing upon the filing of an appropriate motion.
Part 10:	Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Marvin Galeas	X/s/ Amber Galeas	
Signature of Debtor 1	Signature of Debtor 2	
Executed on October 17, 2023	Executed on October 17, 2023	
MM/DD/YYYY	MM/DD/YYYY	
X /s/ Andrew K. Pratt	Date October 17, 2023	
Signature of debtor(s)' attorney	MM/DD/YYYY	

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